



Sergeant, Lieutenant and Captain Agreement

11-1-14 to 10-31-17

04-27-15
14-MED-07-0911
0689-02
K32172

BETWEEN

THE CITY OF LANCASTER



AND



LANCASTER POLICE SUPERVISORS
ASSOCIATION

SERGEANTS, LIEUTENANTS, CAPTAINS

Represented by the Fraternal Order of Police, Ohio Labor Council, Inc.

EXPIRES 10-31-2017

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PREAMBLE

This Agreement is made by and between the City of Lancaster, Ohio (hereinafter "City") and the Union as defined in Article 2 of the Agreement pursuant to the terms of the Ohio Revised Code § 4117.

ARTICLE 1 PURPOSE

It is the purpose of this Agreement to:

- achieve and maintain satisfactory and stabilized employer/employee relationship and to promote improved work performance;
- promote cooperation and harmonious labor relations between the City, the members of the Bargaining Units and the Ohio Labor Council, Inc.;
- provide for peaceful and fair settlement of differences which might arise between the parties;
- attract and retain qualified employees by providing benefits compatible with the financial resources of the City;
- assure effective service by providing an opportunity for employees to receive benefits that take into account the service provided;
- establish the wages, hours, terms and other conditions of employment of persons recognized under this Agreement;
- comply with the requirements of § 4117 of the Ohio Revised Code.

In consideration of the mutual promises, covenants and agreements contained in this contract, the parties to this Agreement, through their representatives agree to the terms in the Articles that follow.

ARTICLE 2 RECOGNITION

Section 2.1 Supervisors

The City hereby recognizes the Lancaster Police Supervisors Association (hereinafter referred to as the Union) as the sole and exclusive representative for the purpose of collective bargaining on matters related to wages, hours or terms and other conditions of employment for all members.

Section 2.2 Bargaining Unit Defined

All full-time Sergeants, Lieutenants and Captains employed by the Police Department of the City of Lancaster (hereinafter referred to as member or employee).

Section 2.3 Exclusions

Positions excluded from the above-described Bargaining Unit shall include Police Officers, the Police Chief, the Deputy Chief(s), Communications Technicians, AFSCME members, part-time, seasonal, substitute and confidential employees, elected officials and any others excluded by O.R.C. 4117.

Section 2.4 Servicing and Negotiations

For negotiations and servicing of this Agreement, the Lancaster Police Supervisors Association (LPSA), is represented by the Fraternal Order of Police, Ohio Labor Council, Inc.

Section 2.5 Full-time Defined

Full-time employees are those who work at least thirty-five (35) hours per week for all of the weeks of the year excepting vacations, holidays, and other time off as allowed by this Agreement.

**ARTICLE 3
NON-DISCRIMINATION**

Neither party will discriminate for or against any member of the Bargaining Unit on the basis of age, gender, race, color, creed, national origin, disability, or for purposes of evading the spirit of the Agreement.

Neither party will discriminate against any members of the Bargaining Unit because they have signed or filed a lawful and truthful affidavit or a petition against the Union, or they have given any truthful information or testimony against the Union or any of its members.

Neither party will interfere with the desire of any employee to become or to remain a member of the Union, or to restrain or coerce employees in the exercise of their guaranteed lawful rights.

**ARTICLE 4
REASONABLE ACCOMMODATIONS**

If a disabled employee requests a reasonable accommodation that would affect an express term or condition of this Agreement, the parties shall meet and confer about the appropriate reasonable accommodation.

The City retains the right to ultimately make the reasonable accommodation, even if the reasonable accommodation varies from the express terms of this Agreement. The City's implementation of the reasonable accommodation is final.

ARTICLE 5 GRAMMAR

Whenever the context requires, the use of words in the singular shall be construed to include and refer to the plural, and words in the plural shall be construed to include and refer to the singular.

Whenever the context requires, words in the masculine gender shall be construed to include and refer to the feminine gender, and words in the feminine gender shall be construed to include and refer to the masculine gender. Words that are gender-neutral shall be construed to include and refer to both the feminine and masculine gender.

ARTICLE 6 CONFORMITY TO LAW

The terms of this Agreement establish the parties' wages, hours and terms and conditions of employment exclusively, and other related specifications under state and local laws do not append or modify this Agreement.

ARTICLE 7 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, in whole or in part by any court, tribunal or arbitrator of competent jurisdiction, the provision shall be ineffective to the extent of such invalidity or unenforceability. All other provisions of this Agreement shall remain in full force and effect.

In the event of the invalidation or unenforceability of any portion of this Agreement, the parties shall meet at a mutually convenient time in an attempt to modify the invalidated or unenforceable provision through good faith negotiations.

ARTICLE 8 WAIVER OF NEGOTIATIONS

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and are solely embodied in this Agreement.

The parties, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect

to any subject matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Article does not affect the parties' obligation to bargain under Articles Six (6) and Seven (7), Conformity to Law and Severability, of this Agreement.

ARTICLE 9 MANAGEMENT RIGHTS

Except as otherwise agreed herein, the City retains all of its rights and responsibilities as set forth in O.R.C. § 4117, including the right to:

1. determine matters of inherent managerial policy, such as functions, programs, standards of service, overall budget, utilization of technology, and organizational structure;
2. direct, supervise, evaluate, train or hire employees;
3. maintain and improve the efficiency and effectiveness of Departmental operations;
4. determine overall methods, processes, means and personnel by which Departmental operations are to be conducted;
5. suspend, discipline, demote, discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
6. determine the adequacy of the work force;
7. determine the overall mission of the Department;
8. effectively manage the work force;
9. take actions to carry out the Department's mission as a governmental unit.

In addition, those management rights not specifically limited by this contract are exclusively reserved by the employer. Management has no duty to bargain over its decisions based on the exercise of its management rights.

ARTICLE 10 STATIONING AND TRANSFER OF PERSONNEL

Unless otherwise modified by this Agreement or Departmental Rules and Regulations, the Chief or his designee shall have exclusive control over, and may consider an employee's seniority, when stationing and transferring all employees covered by this Agreement.

ARTICLE 11 TRADING SHIFTS

No employee shall trade a shift or assignment without the express written consent of the Chief or designee. An employee cannot remain on a traded shift for more than one (1) year.

ARTICLE 12 NO STRIKE/NO LOCKOUT

Section 12.1 No Strike

In as much as this agreement provides a framework for the orderly resolution of grievances, the City and respective unions realize they have a mutual responsibility to provide uninterrupted services to the citizens of the City of Lancaster, Ohio. Therefore:

For the duration of this Agreement and any extensions thereof, the Union will not authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown, interruption or other withholding of services provided by the City to its citizens. Further, no employee in the Bargaining Units shall authorize, instigate, aid, condone or engage in a strike, work stoppage, slowdown or other withholding of services.

In the event that the City notifies the Union that any employees are engaged in activity leading to the interruption of city operations or services, the Union shall immediately deliver notice to all its members informing them that they are in violation of the agreement, and instructing them to return to work immediately. Should the Union member fail to post such a notice, or the member employees fail to work after receiving such notice, the City shall have the option of canceling any article, section, or subsection of this agreement. Any employee who fails to return to work after receiving such notice from the Union, as provided in this article, may be discharged, and only the question of whether the employee actually participated in or promoted the interruption of city operations or services shall be subject to appeal.

Section 12.2 No Lockout

The City may not, during the life of this Agreement lockout any police personnel, or, for the purposes of influencing negotiations, or in any other regard prevent said police personnel from carrying out their scheduled and assigned tasks.

ARTICLE 14 DEPARTMENTAL RULES

Section 14.1 Existing Rules and Directives

The City agrees that existing work rules and division directives shall be reduced to writing and provided to all members who are covered by this Agreement.

Section 14.2 New Rules and Directives

The City agrees that to the extent possible, new or revised work rules and division directives shall be provided to members two (2) weeks in advance of their implementation.

Section 14.3 Meeting to Discuss Changes/Additions

In the event that a bargaining committee Chairperson (or in the Chairperson's absence, the Chairperson's designee), wishes to present the views of the bargaining unit regarding a new or revised work rule or division directive to the Chief (or in the Chief's absence, the Chief's designee), they shall meet for this purpose prior to the implementation date of the rule or directive. No action is required by either party as a result of this meeting.

ARTICLE 15 DUES AND FAIR SHARE FEE

Section 15.1 Labor Council Dues

The City agrees to deduct from the wages of any employee who is a member of the Ohio Labor Council, all Ohio Labor Council membership dues required. Employees who individually and voluntarily certify in writing that they authorize such deduction shall submit such writing to both the Lancaster City Auditor and the Ohio Labor Council. As often as is necessary to provide the most current information, the Ohio Labor Council will notify the Lancaster City Auditor of the amount of dues it charges and its current membership.

The Labor Council hereby agrees that it will indemnify and hold the City harmless from any claims, actions, or proceedings over the deduction of dues or fair share fee in the event of any legal controversy with regard to the application of this Article. The Labor Council assumes all liability arising from the implementation of the fair share fee and assumes all costs in the defense against claims arising from the fair share fee.

Employees wishing to cancel Labor Council membership dues must do so in writing to the City and Labor Council. Requests to cancel deductions must be made at least fourteen (14) days prior to disbursement. Written authorization and cancellation remain valid until retracted in writing.

All dues and fair share fees collected shall be sent by the employer once each month to the Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215-4611.

Any dues arising out of an affiliation with the LPSA shall not be the responsibility of the City whatsoever.

Section 15.2 Lodge Dues

The City agrees to deduct from the wages membership dues for all members of Bargaining Unit One (1) and Bargaining Unit Two (2) who individually and voluntarily request in writing to the Lancaster City Auditor that they authorize such deduction.

Each member of Bargaining Unit One (1) and Bargaining Unit Two (2) must also present a copy of the request to Forest Rose Lodge #50. As often as is necessary to provide the most current information, Forest Rose Lodge #50 will notify the Lancaster City Auditor of the amount of dues it charges and its current membership. The Lancaster City Auditor will pay monthly to Forest Rose Lodge #50 the amount of dues it is entitled to as derived from the individual and voluntary written requests and membership list provided by the lodge. Written requests remain valid indefinitely until retracted in writing.

The Forest Rose Lodge #50, the Fraternal Order of Police, and the individual members of Bargaining Unit 1 and Bargaining Unit 2 hereby agree that they will indemnify and hold the City harmless from any claims, actions, or proceedings arising from deductions made by the City pursuant to this Section. Once the funds are remitted to the Forest Rose Lodge #50 its disposition thereafter shall be the sole and exclusive obligation and responsibility of the Forest Rose Lodge #50.

Employees wishing to cancel membership dues must do so in writing to the City and the Forest Rose Lodge #50. Requests to cancel deductions must be made at least fourteen (14) days prior to disbursement.

All lodge dues collected shall be sent by the City once each month to Forest Rose Lodge #50, Lancaster, Ohio.

Section 15.3 Fair Share Fee

All employees of the Bargaining Unit shall either become dues paying members of the Labor Council, or as a condition of continued employment, remit to the Labor Council a fair share fee in an amount set by the Labor Council. The fair share fee covers the Labor Council's efforts with respect to collective bargaining, labor contract enforcement and grievance resolution. This amount shall be automatically deducted from the wages of all such non-member employees on the same basis as the deductions made for dues from members of the Labor Council. However, nothing in this Section shall be construed as to require any employee to become a member of the Labor Council.

As often as is necessary to provide the most current information, the Labor Council will notify the Lancaster City Auditor of the amount of the fair share fee it charges and its current membership, and will update this information as needed.

All dues and fair share fee collection methods shall meet all applicable state and federal guidelines as outlined under statutory or case law.

All dues and fair share fees collected shall be sent by the City once each month to the Ohio Labor Council, 222 East Town Street, Columbus, Ohio 43215-4611. Article 8(A)(4)—FOP.

Section 15.4 Deduction Relief Provisions

The City shall be relieved from making the individual wage deductions for employees as provided for in this Article in the following situations:

- termination of employment;
- transfer or promotion to a job other than one covered by the bargaining unit;
- layoff from work;
- an agreed leave of absence; or
- revocation of the check-off authorization in accordance with its terms and with applicable law.

Section 15.5 Religious Exemption

Any Bargaining Unit member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body which has historically held conscientious objections to joining or financially supporting an employee organization, and that is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment.

Upon submission of proper proof of religious conviction to the S.E.R.B., it shall declare the Bargaining Unit member exempt from becoming a member of or financially supporting the Ohio Labor Council. The Bargaining Unit member shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C)(3) of the Internal Revenue Code that is mutually agreed upon by the Bargaining Unit member and the representative of the Ohio Labor Council.

ARTICLE 16 BULLETIN BOARDS AND BALLOT BOXES

Section 16.1 Bulletin Boards

The employer shall provide bulletin board space for use by the employees in the Labor Council Bargaining Units. Material posted on the board shall relate only to Union meetings, elections, social events and reports and decisions affecting the employees in the Union.

Section 16.2 Ballot Boxes

Upon prior notification to the Chief, the Union shall be permitted to place ballot boxes at the Department at reasonable locations approved by the Chief for the purpose of collecting members' ballots on Labor Council issues subject to balloting. Such boxes shall be, and shall remain the property of the Union. Neither the ballot boxes nor the ballots shall be subjected to the City's review. The ballot boxes shall be removed by the Union as soon as practicable after the Union issues have been determined.

ARTICLE 17
LABOR COUNCIL RELEASE TIME

Should it be mutually agreed that both Bargaining Units shall bargain together then the combined Bargaining Units and the City shall each be represented at all meetings by a team of representatives not to exceed seven (7) members including one (1) non-employee representative. The composition of the combined Bargaining Unit team is at the sole discretion of that team.

Regardless of whether the Bargaining Units are permitted to bargain together, the number of representatives for each bargaining unit may be greater or smaller if the number is agreed to by the City and the respective Bargaining Unit(s).

LPSA Unit

1. After obtaining approval from the Chief or his designee, up to three (3) members of the LPSA may be granted time off with pay to act as Bargaining Unit representatives on a wage negotiation committee and to attend wage negotiation meetings between the City and the LPSA.
2. The L.P.S.A. President, as the highest ranking Official in Bargaining Unit 2, will be permitted time off as set forth below to attend to L.P.S.A. and agreement matters. During such service, the L.P.S.A. Official shall continue to be entitled to wages, fringe benefits, seniority accrual and all others benefits allowed a Bargaining Unit member as though the Official were performing job-related duties.
3. While on L.P.S.A. time, the L.P.S.A. official shall report daily to the assigned shift, and shall be required to appraise a supervisor of his/her whereabouts during working hours while performing the duties allowed by this article. The L.P.S.A. President or representative shall be granted time off not to exceed fifteen (15) working days per calendar year to perform duties or attend to Bargaining Unit related activities. This time shall not be used in less than one-half (1/2) day increments. In addition the L.P.S.A. Official will be required to drop or forego any of the activities allowed by emergency related police work. The L.P.S.A. official will give reasonable notice of intent to use release time as allowed by this Article. But for an emergency situation, sufficient time to perform L.P.S.A. Bargaining Unit functions will not be unreasonably limited by the City, nor will the L.P.S.A. Official devote unnecessary City-paid time to these functions. None of the duties of the L.P.S.A. Official herein described may be conducted on City-paid overtime hours, nor shall they be conducted if City-paid overtime hours are required to fill this vacancy.
4. Upon written notice from the LPSA, the City shall meet with the authorized LPSA representatives, in accordance with the terms contained in this Agreement, to establish the bargaining guidelines for negotiations. The City shall recognize the elected committee of the LPSA, which consists of three (3) employees and one

(1) or two (2) outside spokespersons, as the exclusive bargaining agent for the LPSA.

ARTICLE 18 RESIDENCY

All members of the Bargaining Units covered by this Agreement shall reside in Fairfield County or any other contiguous county.

ARTICLE 19 RETIREMENT

The City shall take no unlawful action to decrease the retirement benefits that it provides employees.

ARTICLE 20 MANDATORY RETIREMENT

Mandatory retirement for employees covered by this Agreement shall be in accordance with federal law.

ARTICLE 21 PROBATION

Section 21.1 Peace Officer Training

Newly hired employees must complete peace office training as required by law.

Section 21.2 Initial Hire with Certification

Newly hired employees with Law Enforcement Certification must complete a probationary period of one (1) year from the first day of receiving compensation from the City.

Section 21.3 Initial Hire without Certification

Newly hired employees without Law Enforcement Certification shall serve a probationary period of one (1) year upon completion of schooling.

Section 21.4 Service of Probationary Employees

Newly hired employees serve at the discretion of the Chief of Police during their probationary period. A probationary employee may be dismissed for any reason and at any time prior to the completion of the probationary period. Such dismissal is not subject to the grievance procedure under this Agreement or otherwise subject to challenge.

Section 21.5 Seniority

Upon completing the probationary period, the employees' seniority will be calculated from their original date of hire.

**ARTICLE 22
INVESTIGATIONS**

These procedures do not apply to preliminary department investigations intended to gather facts to determine if an official department investigation is necessary. Such preliminary investigations shall not be used to evade management's obligation in an official investigation under this article.

Section 22.1 Beginning an Investigation

Investigations conducted pursuant to this Article shall be started no longer than thirty (30) days from the time the Chief of Police knows of the violation alleged.

Section 22.2 Notification to the Employee

An employee who is the subject of an investigation pursuant to this Article shall be notified of such an investigation, unless at the Chief's discretion such notification would compromise the investigation.

Section 22.3 Internal Review Procedures**A. Advising of Rights**

A Bargaining Unit member who is to be questioned as a suspect in an investigation pursuant to this Article where criminal charges may result shall be advised of his/her constitutional rights in accordance with law.

A Bargaining Unit member who is to be questioned in an investigation pursuant to this Article where criminal charges could not result, but disciplinary action may result, will be notified of such possible disciplinary action before he or she is questioned.

Before a member may be charged with insubordination or a similar offense for refusing to answer questions or participate in an investigation, the member shall be advised that such conduct, if continued, may form an additional basis for such a charge of insubordination. If a member wishes, he/she shall be given a reasonable opportunity to consult with his/her Union representative or attorney before being required to answer questions.

B. Interview Procedure

Any interrogation, questioning, or interviewing of a member will be conducted at hours reasonably related to the member's shift, preferably during, immediately

before or after his/her working hours. Interrogation sessions shall be for reasonable periods of time. Time shall be allowed during such questioning or interviews for rest periods and attendance to other physical necessities.

When a Bargaining Unit member, suspected of a violation is being interviewed, such interview, or portion thereof shall be recorded by the Department at the request of either party. No conversations between the individuals or groups of individuals shall be recorded for any reason without the knowledge of all the parties present.

When a member is to be interviewed in an investigation of any other Bargaining Unit member, such interview shall be conducted in accordance with the procedures established in this Article.

C. Access to Information

Upon written request directly to the Chief, the Bargaining Unit member and/or his/her Union representative or legal counsel will be provided access to any transcripts, records, written statements and tapes pertinent to the case. The Bargaining Unit member and/or his/her Union representative or legal counsel will be provided, without the need for a written request, access to any transcripts, records, written statements and tapes pertinent to the case if such have been shown to an outside complainant in the case and/or are to be used by the Department in the hearing on the charge involved. If a transcript of any tape is made by the Department, the member will be provided a copy of such transcript upon written request directly to the Chief.

D. Penalty for Violation

If any of the procedures established in this Article are violated, such violations shall be subject to the Grievance Procedure.

E. Anonymous Complaints

When any anonymous complaint is made against a Bargaining Unit member and, if after an investigation there is no corroborative evidence of any kind, the complaint shall be classified as unfounded and no further action will be taken.

ARTICLE 23 PERSONNEL FILES

Section 23.1 Review Permitted

Every member shall be allowed to review his or her personnel file at any reasonable time upon a written request to the Chief of Police. The file shall be reviewed in the presence of the Chief of Police or designee. Any member may copy documents in his/her personnel file at the City's expense.

Section 23.2 Dissemination of Information from File

Except for supervisory and administrative personnel with a legitimate need to know, and except as is required by law, no information in a member's personnel file will be provided to anyone, except for the member's name, place of employment, date of employment, job classification and pay range.

Additional specified information may be given upon the advance written approval of the member involved. Such approval shall be limited to the specifically requested and approved information and to the specific request made or to the specific member approval given.

Section 23.3 Inaccurate Information

If upon examination of his/her personnel file, any member has reason to believe that there are inaccuracies in documents in the personnel file, the employee may write a memorandum to the Chief of Police explaining the alleged inaccuracy.

If the Chief of Police concurs with the member's contentions, the Chief shall either remove the faulty documents and return them to the member or indicate concurrence with the memorandum and attach the member's memorandum to the documents in the file.

If the Chief does not concur with the contentions in the member's memorandum, the Chief will attach the written memorandum to the document in the file with or without any comment.

**ARTICLE 24
DISCIPLINE****Section 24.1 Just Cause Required**

A non-probationary employee may not be disciplined except for just cause. The City's decision to administer a certain level of discipline for a given offense is not to be relied on by employees as a binding practice applied to every similar circumstance.

Section 24.2 Administration of and Forms of Discipline

The City will administer a system of discipline based on its assessment of the facts. The appropriate discipline for just cause is based on the facts and circumstances of each particular incident. Discipline may result from a violation of a current work rule or policy or for unsatisfactory job performance. Over three (3) unrelated minor offenses in a one (1) year period may result in progressive, greater levels of discipline.

The following steps of progressive disciplinary action may be taken against Bargaining Unit members, for the same or related minor offenses. The disciplinary measures the City may consider are:

a. Warning

A written statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and if continued would subject the employee to further discipline.

b. Reprimand

A written statement to an employee outlining the unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline, the activity is being documented for future evaluation of the employee's conduct.

c. Suspension

A written statement to an employee outlining the unacceptable or unsatisfactory behavior or job performance and ordering the employee to suspend work performance for a specified number of work days without pay.

A Short Suspension is three (3) days or less.

A Long Suspension is more than three (3) days.

d. Demotion

A written statement to an employee outlining the unacceptable or unsatisfactory behavior or job performance and notifying the employee that he or she is being moved to a position in a different classification and at a lower pay range.

e. Termination

A written statement to an employee outlining the unacceptable or unsatisfactory behavior or job performance and terminating his/her employment relationship with the Department.

The Department may by rules develop guidelines outlining typical examples of prohibited conduct. There is no oral discipline. Employees shall not rely on any oral warnings as a first step in the disciplinary process. The City has the right to give more than one (1) warning or reprimand in lieu of suspension or a higher level of discipline. When circumstances warrant, a greater level of discipline than a warning may be given as the first level of discipline.

Section 24.3 Pre-Disciplinary Hearing

Before the City issues a suspension, demotion or discharge, the employee is to be given a personal opportunity to informally present a defense and/or statement about the facts and circumstances that are the basis of the proposed discipline. The City will

notify the employee in writing of the time, date and place where the hearing is to occur. The City will also provide the employee a written statement of all charges and specifications.

The employee is entitled to Union representation at this hearing, including Union legal counsel. A member who is charged, or his/her attorney, may make a written request for a continuance. Such request will be granted where practical. The length of such a continuance shall be mutually agreed upon.

The City will notify the affected member of any charges or of any decision reached as a result of a departmental hearing prior to any public statement.

Prior to the hearing, the employee who is charged may make a written request to the Chief of Police to review his/her personnel file in accordance with Article 23.1. Such request will be granted without unreasonable delay in the case of a Departmental hearing.

The employee will have waived the opportunity to present a defense and/or statement about the facts and circumstances that are the basis of the proposed discipline if the employee fails to attend the scheduled hearing. The facts as known by the City at that time will be considered to be true and the employee will not be entitled to have a hearing.

The City shall notify the employee of its decision concerning the suspension, demotion (if applicable), or discharge within a reasonable period of time.

Section 24.4 Retention of Discipline Records

Upon an employee's request, discipline will be removed from an employee's file and returned to the employee as follows:

Warning	9 months
Reprimand	1 year
Suspension	2 years
Demotion	2 years
Termination	Permanent

The above timelines are calculated from the date of the infraction, provided no further disciplinary action occurs during that time. Expunged disciplinary records shall be given to the bargaining unit member. In any case in which a written reprimand, suspension, or dismissal is disaffirmed or otherwise rendered invalid, all documents relating thereto will be removed from all Departmental files. All records of disciplinary action removed from the files for any of the reasons outlined above shall not be considered in future disciplinary action or promotional considerations.

Section 24.5 Substitution of Paid Leave

Upon request of an employee, where the employee has been suspended for up to ten (10) days, the Chief may forfeit the employee's vacation pay or compensatory time instead of docking the employee's regular pay for the term of the suspension. In his request, the employee shall indicate whether vacation or compensatory time is proposed to be deducted. The Chief shall decide whether a forfeiture shall be made. If the Chief decides to make such a forfeiture, the suspension is final and is not subject to binding arbitration or to any other form of conflict resolution or legal challenge. If the Chief decides not to make such a forfeiture, the suspension is not subject to binding arbitration or to any other form of conflict resolution or legal challenge.

Section 24.6 Polygraph

Except as provided in Article 45, Drug Testing, the City shall not use a polygraph machine or any other mechanical devices or chemical means to investigate the truth of statements made by members without the consent of the member.

Section 24.7 Signing of, and Copies of Discipline to Employees

Employees will receive copies of all materials that are placed in their personnel files. Any material in the employee's personnel file which has not been seen, or signed by the employee, or a copy sent to the employee, will not be used against the employee. The signing of any materials to be placed into an employee's personnel record will not serve as an indication that the employee is in agreement with the contents of the material, but will serve as an acknowledgement that the employee has seen the material.

Section 24.8 Records of Verbal Counseling

Records of verbal counseling shall be kept in the employee's training file.

ARTICLE 25 GRIEVANCE PROCEDURE

The grievance procedure is not intended to be used to effect changes in the Articles contained in this Agreement or those matters which are controlled by the provisions of federal and state laws, city ordinance, Civil Service Commission Rules or by the United States and Ohio Constitution.

A. Grievance Policy

The City of Lancaster and the Union recognize that in the interest of effective personnel management, a procedure is necessary whereby employees can be assured of a prompt, impartial and fair processing of their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any Employee initiating or participating in the grievance procedure.

B. Grievance Defined

A grievance is a claim based upon the interpretation, meaning, or application of any of the provisions of this Agreement, or a claim arising as the result of disciplinary actions. Any grievance shall contain specific reference to the provision(s) of the Agreement allegedly violated, or to the specific disciplinary action.

C. Disciplinary Action Defined

For purposes of this Agreement, disciplinary action is any reduction in pay or position (except layoffs), removal, suspension or written reprimand.

D. Qualifications

A grievance may be initiated by the LPSA or an aggrieved Bargaining Unit member.

E. Establishment of Grievance Representatives

The Bargaining Unit may designate not more than three (3) Grievance Representatives. There shall be a Grievance Chairman for the Bargaining Unit covered by this Agreement. From among these three (3) Grievance Representatives, the LPSA may appoint a Shift Chairman for each of the shifts to which the Grievance Chairman is not regularly assigned. The Union shall notify the Chief of Police in writing of the names of the grievance representatives, the Grievance Chairman, and the Grievance shift Chairman within thirty (30) days of their appointment.

F. Duties of the Grievance Chairman

The authorized functions of the Grievance Chairman, and a named alternate who shall serve as Grievance Chairman in the absence or unavailability of the Grievance Chairman, shall include the following:

1. Representing the member in investigating and processing grievances beginning at Step Two of this procedure.
2. Replacing a Grievance Representative who is absent or unavailable.
3. General supervision and coordination of grievances in process on behalf of the Union, and of Grievance Representatives.
4. Act as a liaison between the City's representatives and the Union on matters concerning grievances and this procedure.

The Grievance Chairman shall be given reasonable consideration for assignment to day shift, so as to facilitate communication between the Grievance Chairman and the Chief of Police and other City representatives during their regular hours. The Grievance Chairman shall be released from his normal duties, upon approval of the Chief or his/her designee, to participate in the aforementioned duties without loss of pay or benefits. Such approval will not be unreasonably withheld, and the withholding of such approval shall result in an automatic, equivalent extension of time limits within which a

grievant must appeal his grievance or have it heard. The Grievance Chairman shall be allowed reasonably necessary time during his scheduled working hours to perform the aforementioned duties with the approval of his supervisors.

G. Time Off to Present Grievances

A member and his Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with prior approval of their respective supervisors. Grievance Representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld. Grievants and Grievance Representatives shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step 2 shall be held at hours reasonably related to the grievant's shift, preferably during or immediately before or after his working hours.

H. Time Limits

It is the intention of the parties that all time limits in the above grievance procedure shall be met. To the end of encouraging thoughtful responses at each Step, however, the grievant and the City's designated representative may mutually agree, at any Step, to shorten time extensions for the City's answer, but any such agreement must be in writing and signed by both the parties. Similarly, any Step in the grievance procedure may be skipped on any grievance by mutual consent. If the City does not provide a timely response to a grievance, the grievant may proceed to the next level. Should the member-grievant fail to comply with the time limits specified herein, the grievance will be considered to have been resolved in favor of the position of the City and that decision will be final.

I. Representatives in Meetings

In each Step of the grievance procedure outlined below, certain specific bargaining unit member representatives are given approval to attend the meeting therein prescribed. It is expected that, in the usual grievance, these will be the only representatives in attendance at such meetings. However, it is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure it may be beneficial that other persons not specifically designated be in attendance. It is therefore intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend and that such additional representative or representatives has input which may be beneficial in attempting to bring resolution to the grievance.

J. Grievance Form

Grievances are to be filed on forms provided by the Labor Council. The grievance form will be made available to the grievance representatives. The grievance form shall contain space for each party required to initiate action or to respond, to indicate the

time limits for action, response or decision. All entries on the form shall be dated.

K. Working Days

For the purpose of counting time "working days" as used in this Agreement will not include scheduled days off, approved leaves or holidays.

L. Class Grievances

Class grievances may be initiated by the LPSA at Step 2 of the grievance procedure, subject to the time limits of Step 1.

M. Grievance Procedure

Grievance actually occurs or grievant should be reasonably aware.

1. Immediate supervisor

Discussion with supervisor within fourteen (14) calendar days of when events or circumstances should have been known by the grievant. Grievance may be presented orally or in writing. Immediate supervisor must respond within fourteen (14) calendar days.

2. Chief of Police

Grievant must appeal to the Chief within fourteen (14) calendar days of immediate supervisor's decision at Step 1. Within fourteen (14) calendar days after receiving grievance, the Chief or designated representative must investigate grievance and shall schedule and conduct a meeting to discuss the grievance with the grievant. Within fourteen (14) calendar days after Chief's meeting, Chief must submit written response to the appropriate Grievance Chairman.

3. Service-Safety Director

Grievant must appeal to Service-Safety Director within fourteen (14) calendar days after Chief's response to Grievance Chairman at Step 2. Within fourteen (14) calendar days of receiving the grievance, Service-Safety Director must investigate and conduct a meeting to discuss grievance with the grievant. Service-Safety Director must submit written response to the appropriate Grievance Chairman within fourteen (14) calendar days after meeting.

4. Arbitration

Grievant must appeal through the Union to either the American Arbitration Association or to the Federal Mediation and Conciliation Service, within fourteen (14) calendar days after Service-Safety Director submits written response to Grievance Chairman at Step 3.

The parties, through their representatives may mutually agree on which panel service to use when requesting a panel of arbitrators. If the parties cannot mutually agree on which panel service to use, then the panel will be requested from the American Arbitration Association. Each party may strike an entire list of arbitrators once during the arbitration process.

The parties, through their representatives may mutually agree on an arbitrator without requesting a panel from either of the panel services.

The arbitrator must be selected and hearing date must be scheduled within fourteen (14) calendar days from the panel list is received by the requesting party.

N. Miscellaneous Provisions

1. Notwithstanding the grievance procedure steps above, grievances over discipline shall be filed at the step where the discipline occurred.
2. Grievances submitted outside the time limits at each step shall not be considered.
3. A grievant is entitled to a Grievance Representative at any step of the grievance procedure.
4. Whenever possible, all grievances should be screened by the Grievance Chairman prior to filing the grievance at Step 2.
5. Immediate supervisors may consult their respective Shift Commanders when responding at Step 1 of the grievance procedure.
6. All grievance forms shall be dated and signed by each party submitting or receiving the grievance form at any step.
7. The Chief or the Service-Safety Director may bring appropriate witnesses at Step 2 or Step 3, respectively.
8. The purpose of the Step 2 or Step 3 meetings is to hear a full explanation of the grievance and all material facts relating to the grievance.
9. At each step of the grievance procedure, all relevant documents submitted at the prior levels shall be submitted as part of the grievance chain.
10. The arbitrator's jurisdiction is limited to the express terms of the Agreement. He cannot add to or modify the Agreement. The arbitrator has no jurisdiction to decide issues of law that have not been expressly made a part of this Agreement.

11. The decision of the arbitrator shall be final and binding on the grievant, the FOP, the LPSA and the Employer. The arbitrator shall be requested to issue his/her decision with thirty (30) calendar days after the conclusion of testimony and arguments and submission of final briefs.

ARTICLE 26 VACANCY AND PROMOTION

This Article supersedes the procedures outlined in O.R.C. Section 124.27 and Section 124.40 et seq., and O.A.C. Section 123:1-17-02 et seq., relative to the appointment of police officers. This Article does not alter existing departmental procedures for promotions.

Section 26.1 Definition

A vacancy is a job opening in the Bargaining Unit that the Chief decides to post and fill on a permanent basis. Leaves of absence or any other employment action, consequence or result, which causes a job opening so as to appear to create a vacancy, does not create a vacancy until the Chief intends to fill that position.

Nothing in this Article prevents City Council from determining the number of positions that exist in the Department.

Section 26.2 Procedure for Filling a Vacancy

Vacancies will be filled pursuant to applicable Civil Service law.

Section 26.3 Promotions

Whenever members are promoted, they shall not receive less than the base rate of pay of the position from which they are promoted.

Whenever a promotional examination is given, the actual raw examination scores of all members taking the examination will be available upon request to any member. Additionally, any changes made in those scores by the Civil Service Commission will be made known to the requesting member.

Section 26.4 Eligibility for Promotion

In order to be eligible to take a promotional exam of any kind (other than the rank of sergeant) for a higher ranking position, an employee must be off probation and must have at least one (1) year of continuous service with the Lancaster Police Department in the lower ranking classification.

Employees in their promotional probationary period shall be eligible to take the exam to lieutenant or captain but shall not be placed on the eligibility list until successfully completing their probationary period. Once they have completed their probationary

period, the employees shall be placed on the eligibility list based on their overall ranking based on the results of the exam process.

Section 26.5 Promotion to Rank of Sergeant

In order to be automatically eligible to take the promotional examination for the rank of sergeant, an employee must be off probation and must have four (4) continuous years in the Patrol Officer Bargaining Unit (Bargaining Unit 1).

The Chief has the discretion to consider an employee to be eligible, and allow the employee to take the promotional examination for the rank of sergeant, if the employee is off probation and has five (5) years of full-time, law enforcement experience.

ARTICLE 27 TENURE

The tenure of all Bargaining Unit members shall be governed by § 124.34 of the Ohio Revised Code and the applicable rule of the City of Lancaster Civil Service Commission as such rules are in effect. Any vacancy in the sergeant, lieutenant and captain classifications shall be filled in accordance with Section 124.44 of the Ohio Revised Code and the applicable commission rules; however, Section 26.5 and Section 26.6 apply.

ARTICLE 28 SENIORITY

Section 28.1 Bargaining Unit Seniority

Bargaining Unit seniority means continuous service in the employee's respective Bargaining Unit within the Lancaster Police Department.

Layoffs and placement on the salary schedule are determined by Bargaining Unit seniority.

Section 28.2 Departmental Seniority

Departmental seniority means continuous service with the Lancaster Police Department, including service in other Lancaster Police Department Bargaining Units.

Departmental seniority shall be used to determine eligibility for longevity pay under Article 59, and to determine the right to select available vacation time off for all employees covered by this Agreement.

Section 28.3 Lateral Hires

Officers hired from other police departments may be credited with departmental seniority for time earned as a full-time, certified law enforcement officer, and excluding

any time spent as a military law enforcement officer for purposes of vacation accrual and placement on the salary schedule.

For layoff purposes, lateral officers' actual Bargaining Unit seniority as a Lancaster Police Officer shall apply.

Section 28.4 Seniority List

The Department shall maintain a seniority list of all the Bargaining Unit employees covered by this Agreement. The list shall indicate the first day of work in each Bargaining Unit for each employee in the Bargaining Units covered by this Agreement. The employees named on the list shall be in order from most senior to least senior.

Departmental seniority or seniority credited for lateral hire employees, if applicable, shall be listed parenthetically next to the officers' names.

If two or more employees begin work in a Bargaining Unit covered by this agreement on the same day, their respective civil service test scores shall determine their placement on the seniority list.

The list shall be kept in the Safety-Service Director's office and shall be updated yearly. A copy of the list shall be available for inspection in a location designated by the Police Chief.

Section 28.5 Breaks in Seniority

An employee shall lose all seniority rights under the following circumstances:

1. termination;
2. resignation;
3. layoff of thirty-six (36) months or more;
4. failure to return from layoff within fourteen (14) calendar days of recall notice;
5. failure to return from an approved leave of absence within five (5) days from the time the leave of absence ended;
6. suspensions over thirty (30) days (time and grade subtracted).

An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 28.6 Supervisor Bumping

If a supervisor (sergeant, lieutenant, or captain) bumps into the patrol officer Bargaining Unit, existing patrol officers shall not be laid off as a result of the bumping.

If at the time the sergeant, lieutenant, or captain bumps into the patrol officer Bargaining Unit, the department classification plan is at its limit, the City will create

another patrol officer position for the supervisor bumping into the patrol officer Bargaining Unit.

Captains, lieutenants, or sergeants who bump into the patrol officer Bargaining Unit shall be accorded full rights and privileges of a patrol officer. Their Bargaining Unit Seniority accrued in the LPSA Bargaining unit shall be applied as Bargaining Unit Seniority in the patrol officers' Bargaining Unit. During the layoff period, time spent in the patrol officer Bargaining Unit shall be fully credited as time spent in the supervisor Bargaining Unit.

ARTICLE 29 LAYOFF AND RECALL

Section 29.1 Intent

Employees shall be discharged only for just cause, but the City may eliminate jobs through attrition, abolishment or other lawful means.

The procedures as outlined in this Article will be used in the event a layoff becomes necessary within the Department. If there is a conflict between the procedures in this Article and civil service law, the procedures as outlined in this Article will supersede.

Section 29.2 Layoff Procedure

If it is determined that a layoff is necessary, the Safety-Service Director shall determine how many employees must be laid off. Those employees who are to be laid off will be laid off in the order set forth in this Article.

All temporary, intermittent, part-time and seasonal employees of the Department will be laid off before members of the Bargaining Unit covered by this Agreement are laid off. Transfer to other departments to avoid potential reduction is not permitted.

The Safety-Service Director shall then prepare the tentative list of employees to be laid off using strict seniority within each of the Bargaining Units (as defined in Article 28 entitled Seniority).

For the lay off to become effective, City Council must pass a resolution to lay off employees. The resolution must contain a list of the names of the employees to be laid off and state an effective date for the layoff. City Council will adhere to the Safety-Service Director's list and amend it only if it is deemed necessary to bring it into compliance with this Agreement.

Section 29.3 Bumping to a Lower Classification Upon Layoff

Captains who are to be laid off or have their position abolished shall be reassigned as lieutenants and shall be paid at the lieutenant rate. Lieutenants who are to be laid off or have their positions abolished shall be reassigned as sergeants and shall be paid at

the sergeant rate. Sergeants who are to be laid off or have their positions abolished shall be reassigned as patrol officers and shall be paid at the patrol officer rate.

In a layoff, employees who are members of other bargaining units, including those employees who are members of Bargaining Unit 2 (supervisors) of this Agreement, shall not displace members of Bargaining Unit 1 (Patrol Officers) of this Agreement.

If a member of the patrol officer Bargaining Unit would be replaced by a higher ranking employee, the City shall create additional patrol officer positions for those higher ranking employees (captains, lieutenants and sergeants) who are scheduled to be laid off or have their positions abolished.

Section 29.4 Seniority Accrual During Layoff

Employees who are laid off or whose positions have been abolished and who assume lower-ranking positions also shall receive credit for all their years of continuous service with the Department for purposes of layoffs, shift selection, vacations or any other benefit determined on the basis of seniority. All promotions shall be awarded in accordance with the Ohio Revised Code.

Section 29.5 Recall and Reinstatement

All employees who are laid off shall be placed on recall lists; one for each Bargaining Unit covered by this Agreement. Employees shall be listed on each list by seniority, with the employee with the most seniority in that Bargaining Unit listed first.

When an opening occurs in a Bargaining Unit, employees from that Bargaining Unit shall be notified and recalled, and offered the position in order of seniority in that Bargaining Unit.

All members of the Bargaining Unit covered by this Agreement who have recall rights must be given the right to reinstatement before any temporary, intermittent, part-time, seasonal or other full-time employees may be rehired in the classification affected by the layoff.

Section 29.6 Notification to the Employer

It is the responsibility of laid off employees to notify the City of their whereabouts.

Section 29.7 Duration of Recall Rights

Recall rights expire at the end of three (3) years.

Section 29.8 Probation Following Layoff

Recalled employees shall not serve a probationary period upon reinstatement, except that an employee laid off during a probationary period shall begin a new probationary period.

Section 29.9 Reinstatement to Rank Following Layoff

Sworn officers who have bumped to a lower rank shall be reinstated to a vacancy in his/her prior rank before any laid-off officer shall be reinstated to a position in that rank.

**ARTICLE 30
POLICE RESERVE UNIT****Section 30.1**

If the City of Lancaster establishes a reserve unit within the Police Department, said reserve unit shall not be used to layoff any full-time officer. Reserve officers shall not be used or considered when fulfilling minimum staffing requirements. Reserve officers shall not be used in lieu of a Lancaster officer. Reserve officers shall not have any supervisory authority over a Lancaster officer. Nothing in this Article shall be construed as an endorsement of creating a reserve unit in the Police Department.

**ARTICLE 31
HOURS OF WORK AND OVERTIME****Section 31.1 Schedules**

- A. Detectives shall work eight (8) hours per day; the work week shall be five (5) days long and two (2) consecutive days off.
- B. At the time of this agreement, Patrol Officers work a regular schedule which consists of five (5) eight (8) hour days on and two (2) consecutive days off.
- C. The above basic scheduling formulas may not be changed unless by the mutual agreement of the parties.
- D. There will be no rotation of shifts in the Department.
- E. The Chief of Police shall designate shift watch assignments as he deems necessary. Once assigned to a watch, members of the bargaining unit will bid for off days by order of rank and then seniority. Members shall remain on their watch and day off rotation for a period of one (1) calendar year beginning the first pay period of a year and ending the last pay period of the same year. These requests shall not be unreasonably denied.
- F. Members re-assigned by the Chief of Police or re-assigned due to voluntary transfer or promoted will assume the days off as dictated by the needs of the shift until such a time that annual shift bidding by seniority or rank would allow the member to transfer to a new day off schedule.

G. Annual bidding for days off will occur from November 1st and will end November 15th. These new days off will be implemented for the following calendar year, and will begin the first pay period of the new calendar year.

Section 31.2 Overtime

All employees shall be paid one and one-half (1.5) times their regular hourly rate, including shift differential and longevity, for any overtime worked beyond their regularly scheduled hours of work.

Only holidays, compensatory time, sick leave, vacation and regular hours actually worked shall count toward the break-over point beyond which overtime shall be paid. Court time outside of regularly scheduled hours of work and off-duty contract employment shall not be considered as regularly scheduled hours of work.

The Employer is not obligated by this Article to schedule and assign overtime when extra work exists, but rather is allowed to use any method to deal with work overloads. An employee can refuse overtime, unless ordered to work by the Chief or designee. The employer approves all overtime. Employees submitting unapproved overtime may be disciplined.

If there is an occurrence whereby an employee is ordered by the Chief or his/her designee to work beyond the employee's regularly scheduled work hours on a recognized Holiday (as detailed in Article 33), employee shall be paid two (2) times their regular hourly rate. This does not apply to mandatory court appearances outside of an employee's regularly scheduled hours of work or to mandatory training outside of an employee's regularly scheduled hours of work.

Section 31.3 Compensatory Time

Compensatory time, which is defined as time taken in lieu of overtime, shall be granted on a time and one-half (1 1/2) basis for every hour of overtime worked.

Section 31.4 Court-Time

Employees covered by this Agreement will be paid at the rate of one and one half (1½) times their regular hourly rate for hours actually worked in connection with any job-related court appearance performed while off duty.

LPSA Unit :

For each such court appearance, an employee will be paid for a minimum of three (3) hours at one and one-half (1.5) times his regular hourly rate, for days on which he was scheduled to work, and will be paid for a minimum of three (3) hours at one and one-half (1.5) times his regular rate exclusive of shift differential for days on which he was off duty.

If an employee who is scheduled to appear in court is given less than a two (2) hour notice that his/her appearance in court is not needed, that employee is entitled to be paid the full minimum number of hours for court pay as specified in this Section beginning at the time the court appearance was scheduled.

If an employee is put on stand-by status as described in this Article, the employee is entitled to be paid a minimum of two (2) hours of court time as specified in this Section. If an employee is placed on stand-by status, is requested to appear in court, and actually makes a court appearance then such employee is entitled to be paid the full minimum hours for court pay as specified in this Section.

Section 31.5 Call-in

A call-in occurs when an authorized supervisor specifically requests that an employee return to work after the completion of a regular day's work and before the employee is scheduled to return to work in order to perform work.

Call-ins do not include being called in to work early or being asked to stay late. Call-ins also do not include any requests to report back to work in order to complete unfinished work responsibilities properly. Call-ins do include mandatory meetings held outside the normal work hours of the attending employee.

Employees who are called in pursuant to this Section, shall be paid either a minimum of three (3) hours' pay at one and one half (1½) times his/her regular rate of pay or an amount equal to the actual number of hours worked multiplied by the applicable overtime rate, whichever is greater. Court time is not paid in addition to call-in pay.

Section 31.6 Stand-by Time

An employee covered by this Agreement will be considered on stand-by and shall be paid for stand-by time if the employee is placed on stand-by status pursuant to a subpoena or a notice to appear or through special approval of the Chief or designee.

Section 31.7 Lunch

Each member who is covered by this Agreement will receive a one (1) hour paid lunch period. Members will be subject to emergency calls during the first one-half (1/2) hour of the lunch period and subject to recall as needed during the second one-half (1/2) hour of the lunch period.

Members may use a City vehicle during the lunch period as long as such vehicle is not taken out of the City limits. There will be no more than two (2) district or traffic cars or any other marked police vehicles at any restaurant or coffee shop or any other eating establishment at any one time.

Lunch hours for second shift personnel shall normally be scheduled between 1700 and 2000 hours unless the Watch Commander determines that manpower needs require differently.

Section 31.8 No Pyramiding

There will be no pyramiding of court time or call-in time. Employees by this Agreement who are ordered to appear in court pursuant to Section 31.4 or called in pursuant to Section 31.5 less than three (3) hours prior to the start of their regularly scheduled shift shall be paid for the number of hours prior to the start of their shift.

**ARTICLE 32
USE AND CARRY OVER OF COMPENSATORY TIME**

Section 32.1 Earning and Use

All employees covered by this Agreement may use accumulated compensatory time when mutually agreeable to the employee and the immediate supervisor and as approved by the Chief.

With the supervisor's approval, an employee may earn compensatory time instead of receiving overtime pay for regular overtime, call-in or court time.

Section 32.2 Carry Over

Up to eighty (80) hours of compensatory time may be carried over, and such compensatory time must be applied for and taken within one (1) year after it is earned.

**ARTICLE 33
HOLIDAYS**

Section 33.1 Holidays

Employees covered by this Agreement are entitled to the following holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Section 33.2 Payment for Holidays

All employees who are covered by this Agreement, whether working on the above-listed holidays or not, are entitled to eight (8) hours of time off from work in observance of each of the above-listed holidays.

If an employee who is covered by this Agreement works on any of the above-listed holidays, he/she will be paid at the rate of one and one half (1.5) times their regular rate of pay in addition to the eight (8) hours of time off from work.

"Banked" holidays shall be taken at a later time that is mutually agreed upon between the employee and the Chief or the Chief's designee.

Employees who are called in pursuant to Section 31.5 and are required to work on a holiday while on vacation or on a scheduled day off shall receive two (2) times their regular rate of pay for all hours worked. Employees who volunteer to work on a holiday while on scheduled vacation time or on a scheduled day off shall receive one and one half (1.5) times their regular rate of pay for all hours worked.

Members may "bank" or "cash in" unused holidays pursuant to the following:

LPSA Unit

For all of the holiday observances listed in Section 33.1, members shall be granted one day off in the same manner as compensatory time off.

Holidays must be used or cashed out within the year that they are issued with the exception of the Thanksgiving and Christmas Holidays, which will be carried over into the following year.

**ARTICLE 34
VACATION**

Section 34.1 Accrual Rate

Employees covered by this Agreement shall accrue vacation at the following rates:

Continuous Service	Accrued Vacation
1-5 years	2 weeks
After 5-14 years	3 weeks
After 14-20 years	4 weeks
After 20+ years	5 weeks

Entitlement to accrued vacation lengths becomes effective on January 1st if the anniversary date of employment falls within the same calendar year. Vacations may be divided into one (1) week periods consisting of seven (7) consecutive days.

Members who are absent from work, for reasons permitted by this Agreement shall continue to accrue vacation time as though they were not absent.

Section 34.2 Scheduling

Vacations shall be scheduled according to the judgment of the supervisor, but consideration shall be given to special requests.

Scheduling will follow Standard Operating Procedure 3.23 effective 12/14/04.

Section 34.3 Carry over

LPSA Unit

Unless authorized by the Chief, vacations shall be taken during the year in which they become due.

Section 34.4 Holidays within Vacation

In cases where a recognized paid holiday falls within any vacation, no vacation day will be deducted from the accumulated vacation balance for the paid holiday. Any such day may be added to the vacation balance and taken at a later date.

Section 34.5 Payment for Vacation

The pay for each vacation week will be one-half (1/2) of the bi-weekly pay at the regular rate. A vacation week may begin on any day of the week.

Section 34.6 Week Defined

Week means any seven (7) consecutive days, including regular or special days off and any holidays, which may fall within those seven (7) days.

Section 34.7 Year Defined

Year means any twelve (12) consecutive months, after the anniversary of employment. At least one thousand six hundred (1,600) hours must be worked during this time to count as a year.

**ARTICLE 35
PERSONAL LEAVE**

Section 35.1 Accrual

Employees shall receive forty (40) hours of personal leave each year, paid at the employee's regular rate of pay.

Section 35.2 Scheduling and Use

Personal leave may be scheduled in the same manner as vacation is scheduled. It may be taken alone, or may be taken in conjunction with vacation and/or compensatory time, with approval of the supervisor.

Personal leave must be used in the year in which it is earned and will not accumulate from year to year.

Personal leave may not be converted into compensatory time.

ARTICLE 36 SICK LEAVE

Section 36.1 Accrual

For each completed eighty (80) hours of service, each full-time employee shall be entitled to sick leave of four and six-tenths (4-6/10) hours with pay. Unused sick leave shall be accumulative without limit. However, under no circumstances shall members receive more than 15 days of sick leave per year unless a particular year has twenty-seven pay periods in which case members would be entitled to an additional four and six-tenths (4-6/10) hours with pay.

Section 36.2 Use of Sick Leave

Employees may use sick leave with approval from the responsible City administrative officer, for absences for the following reasons:

1. personal illness;
2. pregnancy;
3. personal injury;
4. exposure to contagious disease which could be communicated to other employees;
5. illness, injury or death in the employee's immediate family.

Section 36.3 Immediate Family

For purposes of this Article, immediate family is defined as spouse, child, step-child, parent, or a relative residing in the employee's immediate household.

Absence due to sickness in the immediate family requiring the continuing presence of the employee at home, to make arrangements for hospitalization or other care, shall not exceed three (3) consecutive workdays. Additional absences for this purpose may be approved by the Police Chief.

Section 36.4 Reporting of Absence

Employees unable to report for any of the reasons listed above, must report their anticipated absence to the appropriate supervisor one (1) hour before their shift on the first day of absence and each succeeding day of absence unless other arrangements are authorized by the supervisor. Upon reporting, employees shall give the phone number and address of the place of convalescence. While on paid leave employees shall not work at other jobs without the written permission of the Chief.

Section 36.5 Sick Leave Credit

When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. The previously accumulated sick leave of employees who have been separated from the public service shall be placed to their credit upon their re-employment in the public service, provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service. Employees who transfer from other Ohio public employment to the City shall be credited with the unused balance of their accumulated sick leave. Employees are responsible for obtaining certification of their previously accumulated sick leave and submitting it to the City.

Section 36.6 Physician Statement Required

If an employee requires medical attention, a licensed physician must provide a certificate, stating the nature of the employee's illness, in order to justify the employee's use of sick leave.

If employees use sick leave for three (3) or more consecutive days or after the fifth (5th) individual absence in a calendar year, they must submit a satisfactory written, signed statement by a licensed physician attesting to the illness. The Chief has the discretion to review the circumstances in order to extend the number of excused absences and the Chief may require an employee to furnish a satisfactory written and signed statement which justifies the employee's reasons for taking sick leave, regardless of the number. Falsification of either a written, signed statement or a physician's certificate, or violations of this Article shall be grounds for discipline, including discharge.

**ARTICLE 37
FAMILY MEDICAL LEAVE**

The employer may promulgate policies in furtherance of the Family and Medical Leave Act.

**ARTICLE 38
FUNERAL LEAVE****Section 38.1 Five Days Granted**

If a death occurs in an employee's immediate family, five (5) days at straight time pay will be granted. Said leave shall begin on the first scheduled work day after death and said leave shall be taken in consecutive scheduled work days, unless otherwise approved by the Chief. For purposes of this Section, immediate family is defined as: spouse, parents, children, step-children, step-parents, brother and sister.

Section 38.2 Three Days Granted

If a death occurs in an employee's family, three (3) days at straight time pay will be granted. Said leave shall begin on the first scheduled work day after death and said leave shall be taken in consecutive scheduled work days, unless otherwise approved by the Chief. For purposes of this Section, family is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunt, uncle, spouse's grandparent, and appointed legal guardians.

Section 38.3 Notice to the Employer

The member shall inform the employer of the death as soon as possible so that the member's return to work can be properly scheduled. In addition, if the member would need additional time off for funeral leave, the member may request this additional time off in writing to the Chief of Police.

ARTICLE 39 INJURY LEAVE

Section 39.1 Use

Any member of the Bargaining Units covered by this Agreement who is disabled as the result of a physical injury suffered in the discharge or performance of his duty shall be entitled to receive his regular salary during such period of disability, upon the written approval of the Chief of Police. In no case will injury leave be permitted for a longer period than one hundred eighty (180) working days, without using accumulated sick leave.

Application for injury leave shall be made to the Chief of Police within forty-eight (48) hours after said injury occurs, unless such application is physically impossible. The 180-day injury leave is granted in separate intervals of up to thirty (30) days which may be extended separately with the written approval of the Chief.

Section 39.2 Examination

Any employee making an initial claim for disability compensation as provided in this Article shall, at the request of the Chief, submit himself to a physical examination by a physician, who shall include with his diagnosis an estimate of recovery time. The Chief may request a physical examination at each 30-day interval in order for the injury leave to be extended beyond the initial 30-day request. In the event the physician finds that such person is able to resume his official duties, he may be ordered to do so and the compensation herein provided for such disability shall cease.

Section 39.3 Injury Defined

Injury includes any injury, whether caused by external, accidental means or accidental in character, received in the course of and arising out of, the employee's assigned duties.

Injury for purposes of this Article may result from deleterious gases or smoke, but does not include any disease.

Section 39.4 Injuries Excluded

Injury for purposes of this Article does not include:

- a) Psychiatric conditions except where the conditions have arisen from an injury;
- b) Injury or disability caused primarily by the natural deterioration of tissue, an organ, or part of the body;
- c) Injury or disability incurred in voluntary participation in an employer-sponsored recreation or fitness activity;
- d) Stress;
- e) Any disease;
- f) Any injury caused by the officer having been under the influence of drugs or alcohol;
- g) Any injury caused by the officer's gross negligence.

The Chief may grant injury leave for one of the above exclusions.

Section 39.5 Physical Exam

Any physical examinations required by the Chief will be at City expense. The Chief may extend paid injury leave beyond one hundred-eighty (180) days.

Section 39.6 Offset

Injury leave shall be offset by any Workers' Compensation award.

ARTICLE 40 DISABILITY LEAVE

Section 40.1 Purpose

Employees incurring any non-duty connected disability may be granted a leave without pay by the Chief, after they have exhausted all of their paid leave to which they are entitled. Such authorized leave shall not exceed six (6) months, and is subject to approval by the Chief and to the following other provisions:

1. The member shall apply for such leave, in writing, to the Police Chief. The Chief will transmit the request to the Safety-Service Director along with his comments.

The Safety-Service Director will act on such a request. Such requests will not be unreasonably denied.

2. The member shall submit a physician's report with his application, including a statement regarding the nature of the disability and whether or not the member is able to work. The City may get a second opinion from a doctor to determine whether a bona fide disability exists.
3. The member shall submit to the Safety-Service Director, a physician's statement of release for work before returning to work.

ARTICLE 41 MILITARY LEAVE

Section 41.1 Use

Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the armed forces of the United States are eligible for a military leave of absence from their duties for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one (1) calendar year. The maximum number of hours for which payment can be made in any one (1) calendar year is one hundred seventy-six (176) hours.

Employees are required to submit to the Chief an order or statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

Section 41.2 Return from Military Leave

Whenever an employee returns from military leave, he shall be restored to his former position at the step which corresponds to the step he was in at the time of his departure. Additionally, he shall be granted any increases in pay to which he would have been entitled had he not entered military service.

ARTICLE 42 LEAVE OF ABSENCE

Section 42.1 Use

Leave of absence without pay may be granted for any legitimate purpose subject to approval by the Chief. Such leaves may be renewed. They include, but are not limited to, the following:

- a) To further a member's education (ordinarily such a leave will be granted only if the leave will directly benefit the City as well as the individual and provided the member agrees to return to City employment for a specified period of time after such leave);

- b) To attend funerals not covered by paid leave;
- c) To care for a member of the immediate family in case of extended illness or injury in circumstances not covered by sick leave;
- d) Illness not covered by sick leave.

Members shall be granted a leave of absence for no more than one hundred and eighty (180) days and extensions of leave shall be granted in increments of up to thirty (30) days.

Section 42.2 Procedure

A member desiring to apply for a leave of absence without pay should submit an application to the Police Chief, outlining the reason for the request. The supervisor will transmit the request to the Chief who will approve or disapprove the request.

Section 42.3 Conditions

Any such leaves granted will be given in writing by the Chief to the employee requesting such leave. The length and other conditions of each leave granted will be determined by the Chief based on the facts and circumstances of each case. All fringe benefits cease while a member is on a leave without pay after such leave exceeds one (1) week. Fringe benefits include sick leave, vacation, annual pay increases, insurance and holidays. The member may continue the health and life insurance coverage at his own expense.

The fact that one employee is granted unpaid leave shall not create any expectation that requests for unpaid leave will be granted to other employees for the same reasons.

ARTICLE 43 HEALTH AND SAFETY

Section 43.1 Mutual Concern

Occupational safety and health is the mutual concern of the employer, the Labor Council, and employees. The Labor Council will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

Section 43.2 Unsafe Conditions

Employees shall promptly report unsafe equipment to their supervisors. If the supervisor does not abate the problem, the matter should then be reported to the Chief of Police or designee.

Employees shall not be disciplined for reporting unsafe equipment as specified above. The Chief or designee shall attempt to abate the problem. If the Chief or designee cannot abate the problem, he will report to the employee or his representative in ten

(10) calendar days or less the reasons why the problem cannot be abated in an expeditious manner. In such a case the matter will automatically be referred to the Labor Management Committee.

Section 43.3 Equipment Requirements

At least once a year, every police cruiser and detective car that is used daily will be taken to a service center for a complete mechanic check.

ARTICLE 44 PHYSICAL EXAMS AND PHYSICAL FITNESS

Section 44.1 Yearly Exam

An annual physical examination is covered under the current insurance plan with a \$15.00 co-pay for routine preventative care (wellness). The employer agrees to pay the \$15.00 co-pay.

The results of the physical examination shall remain confidential, and only the member who underwent the physical examination shall receive a report from the attending physician regarding the results of the examination.

The City shall pay for the physical examination and/or blood tests in this Article and payment for follow-up treatment will be in accordance with the policies of the City's insurance carriers.

Section 44.2 Physical Exams May be Required

Because police work frequently requires physical and mental fitness to be properly performed, the employer may, at its cost, require any employee to be examined by a physician or psychologist to determine whether the employee is physically or mentally fit to effectively perform the job. No examination shall be given without just cause. The employer's physician or psychologist will make decisions on the issue of fitness by considering the existing job classification specification of the position. Modern medical and psychological standards will be used.

If the employer's physician determines that an employee is not physically or mentally fit to perform the job, the employee will be allowed to take accumulated time off or unpaid time off for up to six (6) months. The employee will be re-examined by the employer's physician to determine if the problem has been corrected. If it has not, the employee may be terminated. If it has been corrected, the employee will be restored to the original position.

Section 44.3 Exam Upon Return to Work

At the discretion of the Chief, all employees returning to work from extended sick leave shall receive a physical examination from a doctor who will be approved by the Chief.

Payment for the physical examination or blood tests outlined in this Section shall be borne by the City. Payment for follow-up treatment will be in accordance with the policies of the City's insurance carriers.

Section 44.4 Blood Testing After Exposure

If employees come into contact with any individual who has tested HIV positive or who has contracted the AIDS virus, hepatitis or any other communicable disease, the City, at the discretion of the Chief or designee, shall provide such employees with a blood test.

Section 44.5 Physical Fitness Standard

Any member who participates in the annual physical fitness assessment ("Battle of the Badges") and earns a minimum of four hundred (400) points shall be granted one (1) personal day.

ARTICLE 45 DRUG TESTING

Section 45.1 Alcohol and Drug-free Workplace

The employer has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism, drug addiction, or drug abuse to undergo a coordinated rehabilitation program.

Section 45.2 Screening Test May be Ordered

The Chief or the Safety-Service Director may order any employee of the Department to undergo a screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs, controlled substances, or has abused legal substances, or if the employee is under the influence of alcohol while on duty.

Section 45.3 Reasonable Suspicion

Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts, including, but not limited to:

- A. Observable phenomena, such as direct observation of the physical symptoms of being under the influence;
- B. A pattern of unusual conduct or inconsistent behavior, including excessive leave patterns, compared to other employees in the Department;
- C. Arrest or conviction for a drug or alcohol-related offense, including abuse of legal substances, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;

- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 45.4 Confirmatory Test may be Ordered

If the screening test is positive, indicating the employee has used illicit drugs, controlled substances, or abused legal drugs, or is under the influence of alcohol on duty, the Chief may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment, that is .02 less than the standard as outlined under O.R.C. § 4511.19 (3). The City may also suspend the employee without a loss of pay before the time the confirmatory test result is complete.

A confirmatory test shall be made by a medical professional or institution qualified to administer such a test in accordance with Department of Health and Human Services (DHHS) procedures or equivalent guidelines.

Section 45.5 Discipline May be Possible

If the screening test and confirmatory test are positive, the Chief may discipline the employee up to and including discharge.

Section 45.6 Rehabilitation or Detoxification Program May be Required

An employee who notifies the Department before the screening test that he is an alcoholic or a drug addict may be required to participate in a rehabilitation or detoxification program. The employee will be examined by a physician to determine whether he is in fact an alcoholic or drug addict.

An employee who has been determined by the City's physician to be an alcoholic or drug addict and who participates in a rehabilitation or detoxification program, shall be allowed to use sick leave, vacation leave, personal days, compensatory time, or the balance of his FMLA unpaid leave while he participates in a rehabilitation or detoxification program. If the employee has no leave available, he will be placed on a leave of absence without pay for a period of time to complete the rehabilitation or detoxification program.

Upon completion of the program, if a retest demonstrates the employee is no longer using drugs or alcohol, the employee shall return to an available position for which he is qualified. The employee may be subject to periodic re-testing for drugs or alcohol upon his return to his position for a period of one (1) year.

Section 45.7 Rehabilitation or Detoxification Program May be Denied

An employee who notifies the Chief after the screening test that he is an alcoholic or drug addict may not be allowed to participate in a rehabilitation program or detoxification program, but shall be subject to appropriate discipline.

If no available position exists within a year of his return to work, the employee's employment will be terminated.

Section 45.8 Discipline May Result

The employee shall be subject to disciplinary action up to and including discharge if the employee:

- (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification;
- (2) fails to complete a program of rehabilitation or detoxification;
- (3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification.

Section 45.9 Confidentiality

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

Section 45.10 Payment for Tests

The City shall pay for drug and alcohol screening and confirmatory tests.

Section 45.11 Random Testing Permitted

This Article does not prevent the City, after first obtaining the approval of the Chief, from randomly testing employees for drugs and/or alcohol as long as such random tests are in accordance with the law.

ARTICLE 46 HEALTH INSURANCE

Section 46.1 Coverage

The benefits provided shall be substantially equal to those currently provided. Refer to the current plan document for details.

Section 46.2 Employee Premium Share

The parties agree that employee contributions to the premiums for health and dental insurance provided by this Article will be paid in amounts equal to 15 % of the total premium. The employee's premium contribution will be deducted monthly.

The parties agree that should the employer be entitled to a health and dental insurance premium "holiday" during the terms of this agreement, and if the employer chooses to accept a health and dental insurance premium "holiday", the employee shall also receive the health and dental insurance premium "holiday" at that time. A premium "holiday" is a situation where the employees are not obligated to make their premium contribution towards their health and dental insurance premiums for the designated month(s). The parties agree that due to the business application of this agreement, and working in conjunction with the City Auditor's Office, the Service Safety Director and Mayor shall determine whether the City of Lancaster will accept a premium "holiday" and the time period for said acceptance.

Section 46.3 Coverage of Family Members

The employee and members of his family shall be included under Employee Insurance Coverage, but only one (1) plan of Employee Insurance Coverage will apply per family even if more than one (1) member of an employee's immediate family is employed by the City.

Section 46.4 Substantially Equal Benefits

For the time period beginning January 1, 2014 through December 31, 2015, the insurance benefits provided in this Article shall be substantially equal to those currently provided in calendar year 2014.

Employees who are laid off can make insurance payments at the Employer's rate for up to eighteen (18) months, provided the carrier allows him to do so.

Section 46.5 Creation of Insurance Committee

An insurance committee representing each bargaining unit and five (5) employees of the City Administration shall be formed for the duration of the contract to explore alternatives in providing adequate insurance coverage at the most affordable cost to the City. This committee will explore ways of educating all city employees in proper use of the insurance benefits. The committee's input is advisory only. The City shall select the third-party administrator and determine benefit programs. The Mayor or his/her designee will be the Chairperson.

Section 46.6 Reopener

On or about September 1, 2015, either party may reopen this agreement solely for the purposes of negotiating the provisions of Article 46 for calendar year 2016. The reopener shall be initiated by filing a notice to negotiate with the State Employment Relations Board. These reopener negotiations shall be subject to the following mutually agreed dispute resolution procedure.

The parties shall meet to negotiate pursuant to the reopener during the month of September. If the parties are unable to reach agreement, the outstanding issues shall

be resolved through a conciliation hearing to be held on an expedited basis. The parties will request a list of five (5) conciliators from the State Employment Relations Board and shall select a conciliator through an alternate strike method. The list of conciliators may be requested by either party any time after a notice to negotiate is filed. The conciliation hearing shall be held no later than October 15, 2015 with a decision issued within one week of the hearing. The procedures for conciliation set forth in Chapter 4117 of the Ohio Revised Code and applicable regulations shall apply. The conciliation decision shall be final and binding in accordance with chapter 4117.

On or about September 1, 2016, either party may reopen this agreement solely for the purposes of negotiating the provisions of Article 46 for calendar year 2017. The reopener shall be initiated by filing a notice to negotiate with the State Employment Relations Board. These reopener negotiations shall be subject to the following mutually agreed dispute resolution procedure.

The parties shall meet to negotiate pursuant to the reopener during the month of September. If the parties are unable to reach agreement, the outstanding issues shall be resolved through a conciliation hearing to be held on an expedited basis. The parties will request a list of five (5) conciliators from the State Employment Relations Board and shall select a conciliator through an alternate strike method. The list of conciliators may be requested by either party any time after a notice to negotiate is filed. The conciliation hearing shall be held no later than October 15, 2016 with a decision issued within one week of the hearing. The procedures for conciliation set forth in Chapter 4117 of the Ohio Revised Code and applicable regulations shall apply. The conciliation decision shall be final and binding in accordance with chapter 4117.

The parties specifically waive the fact-finding process for the 2015 and 2016 reopeners. The parties further waive the provisions of O.R.C. section 4117.14(G)(11). The conciliator shall have the authority to issue an award effective January 1, 2016 and January 1, 2017, respectively.

ARTICLE 47 LIFE INSURANCE

Section 47.1 City to Provide Coverage

The City shall provide a life insurance program to all members of the Bargaining Units covered by this Agreement as follows:

Coverage Amount

LPSA: \$50,000.00 for employee / \$2,000 per spouse and minor child

It is agreed and understood that the City will be offering a Voluntary Life Insurance Program (at the employees cost), in addition to the above, and that it will not be part of the contract.

Section 47.2 Substantially Equal Benefits

The benefits provided shall be substantially equal to those currently provided. However, the City shall choose the insurance carrier.

Section 47.3 Coverage after Retirement

Any employee who retires from the Department after December 31, 2001 shall not be eligible for City-paid life insurance coverage after retirement.

Any employee who retires from the Department prior to December 31, 2001 shall remain covered by City-paid life insurance in the amount described in the contract in force at the time of retirement.

Section 47.4 Wake and Burial Expenses

The City will pay for the reasonable costs associated with the wake and burial of officers killed in the direct line of duty.

**ARTICLE 48
PROFESSIONAL LIABILITY INSURANCE**

The City shall contract with an insurance carrier who shall provide professional liability insurance at City expense for all employees covered by this agreement in the amount of One million dollars (\$1,000,000.00) per incident of liability. The professional liability insurance will protect employees from all liability arising out of the performance of their duty to provide law enforcement services to the City and its residents. Professional liability insurance will also be provided for employees participating in Departmentally approved activities including off-duty work in uniform and off-duty activity related to law enforcement.

**ARTICLE 49
UNIFORM ALLOWANCE****Section 49.1 Standardization of Uniforms**

In an effort to provide a professional and unified appearance, the Department shall create a policy standardizing the uniforms. Each member must comply with this policy.

Section 49.2 Annual Allowance

Each employee covered by this agreement shall receive a uniform allowance in the amount of nine hundred dollars (\$900.00) per year. The regular uniform allowance shall be payable to each employee on or before January 31 of each year. The employer shall replace, at no cost to the employee, any uniform/equipment or pieces thereof, which is damaged or destroyed in the line of duty or scope of employment, unless negligence of the employee causes the damage. Any such incident shall be reported

to the Employer or Employer's designee who shall make the appropriate allowance to replace the uniform or part of equipment.

Section 49.3 Allowance Upon Promotion

Within ten (10) days of being promoted to a higher rank, employees covered by this Agreement shall receive an additional uniform allowance of nine hundred dollars (\$ 900.00), in recognition of being promoted to a higher rank.

Section 49.4 Allowance for Detectives

Employees who are transferred to the City of Lancaster Detectives Bureau shall receive an additional uniform allowance of nine hundred dollars (\$ 900.00) within ten (days) of such transfer.

Section 49.5 Vests

The employer shall provide body armor for all employees requesting a ballistic vest. Employee's requesting a vest shall be required to wear the vest while on duty. The City agrees to replace vests in accordance with the manufacturers' recommendations.

If the grant currently received by the City to pay for these vests is eliminated or reduced, the City may reopen this section of the Agreement for negotiations between the parties. The dispute resolution procedure under 4117 shall apply.

ARTICLE 50 BODY ARMOR/VESTS

Section 50.1 Purchase of Body Armor/Vests

For the duration of this Agreement, members of the Bargaining Units covered by this Agreement and who maintain a sick leave "bank" of at least three hundred (300) hours and who wish to purchase new body armor/vests shall receive a onetime reimbursement, from a reduction of that member's sick leave time, in an amount of up to five hundred dollars (\$500.00), paid at a rate equal to that of the member's regular hourly rate, upon presentation of a receipt for said body armor/vest.

ARTICLE 51 WEAPONS PURCHASE

Section 51.1

Members of the Bargaining Units covered by this Agreement who have at least ten (10) years of continuous service with the Department may purchase their service hand weapon, including two (2) magazines, when they retire for \$1.00.

ARTICLE 52 TEMPORARY PROMOTIONS

A captain may be absent from the shift for sixteen consecutive days (16 days) and those filling the position during those sixteen consecutive days shall not be entitled to the pay of the next highest rank. Should the captain be absent for more than sixteen consecutive days, the next lower ranking supervisor who is working during the absence of the captain will be paid at the rate of the next highest rank. The next highest rank is based upon the position you now hold, e.g. a Sergeant will receive Lieutenant's pay, a Lieutenant will receive Captain's pay. Should the position become vacant, it will be filled according to Ohio Civil Service law.

ARTICLE 53 DEMOTIONS

Section 53.1 Disciplinary

Whenever an employee is demoted for disciplinary reasons, he shall be paid at the step in the lower range appropriate to his years of service.

Section 53.2 Voluntary

Whenever an employee requests and is granted a voluntary demotion, his rate of pay shall be at the step in the lower range, appropriate to his years of service.

Section 53.3 Due to Layoff

Whenever an employee is laid off, due to lack of funds or lack of work in one classification, and is entitled to automatic demotion to a lower classification, the salary of the employee shall be established in the manner prescribed above.

ARTICLE 54 RE-APPOINTMENT AND RE-EMPLOYMENT

Section 54.1 Re-appointment

Whenever a member is re-appointed to the Department within one (1) year of leaving the Department (and does not have to be re-tested), and where that member previously held permanent status, that member's rate of pay shall be at the step in the range at which he/she was paid at the time of separation from the Department.

Section 54.2 Re-employment

Whenever a member is re-employed with the Department more than one (1) year after leaving the Department (and has to be re-tested), that member's rate of pay shall be at the step in the range at which he/she was paid at the time of separation from the Department.

ARTICLE 56
PAYOUT OF UNUSED SICK AND VACATION LEAVE UPON RETIREMENT OR DEATH

Section 56.1 Rate of Payment for Employees hired on or before October 31, 2011

If, upon retirement, an employee covered by this agreement, hired on or before October 31, 2011, has a "bank" of nine hundred sixty (960) hours of accumulated, but unused sick leave, the employee will be paid one hundred per cent (100%) of that accumulated, but unused sick leave, plus twenty-five (25%) of all accumulated, but unused sick leave hours in excess of nine hundred sixty (960).

If, upon retirement, an employee covered by this agreement, hired on or before October 31, 2011, does not have a "bank" of nine hundred sixty (960) hours of accumulated, but unused sick leave, the employee will be paid four (4) days' wages for each year of continuous employment with the city out of the balance that remains in their sick leave "bank", up to a maximum of no more than 960 hours.

Section 56.2 Rate of Payment for Employees hired on or after November 1, 2011

Upon retirement an employee covered by this agreement, hired on or after November 1, 2011 shall be paid the equivalent of four (4) days / thirty-two (32) hours wages for each year of continuous employment with the city. This shall be paid out of the accumulated but unused sick leave earned while employed with the City and that remains in their sick leave "bank", up to a maximum of no more than 960 hours.

Section 56.3 Rate of Payment of Unused Vacation Leave

Upon retirement or voluntary separation, employees shall be paid for all accumulated, but unused vacation leave and only pursuant to Section 34.3 of this agreement.

Section 56.4 Payment to an Estate

Payment of all unused sick and vacation leave shall be paid to the estate of a deceased employee in the same amounts and manner as specified in Sections 56.1 and 56.2 above.

ARTICLE 57
ANNUAL PAYOUT OF SICK-LEAVE BANK

All employees who are covered by this Agreement and maintain a sick leave "bank" of more than nine hundred and sixty (960) hours may elect to "cash in" up to five hundred dollars (\$500.00) of their sick leave "bank," annually, but under no condition may an employee "cash in" any part of the nine hundred and sixty (960) hours which is considered a minimum number of "bank" hours that must be maintained by each employee unless used for actual sick time. The value of the sick time per hour is an employee's regular hourly rate.

ARTICLE 58
CONVERSION OF SICK LEAVE TO VACATION LEAVE

Section 58.1 Supervisors

Members who annually convert forty (40) hours of their accumulated sick time into vacation time must maintain a balance of nine hundred and sixty (960) hours of sick time.

ARTICLE 59
CATASTROPHIC SICK LEAVE DONATION PROGRAM

A catastrophic sick leave program is established to assist employees who are placed on a leave of absence by a licensed physician due to an accident or long-term illness not job related. The joint labor management committee will establish definitions, forms and any other additional policies necessary to administer this section. The catastrophic sick leave donation program can be utilized only if the following conditions are met.

- a) The employee's physician certifies that a long-term medical injury or illness exists.
- b) The employee must have worked for the City at least one (1) continuous year prior to the illness or injury.
- c) Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including but not limited to sick leave, compensatory time, vacation, and personal time.
- d) All sick leave donations from other employees of the City shall be voluntary. Bargaining Unit Employees of may donate up to twenty-four (24) hours of sick leave to the ill or injured employee per catastrophe. The ill or injured employee receiving the donated sick leave is only entitled to receive a maximum of two hundred sixteen (216) hours accumulated leave. Sick leave that is donated shall be subtracted from the donating employee's sick leave bank.
- e) The employee donating must retain a balance of nine hundred sixty (960) hours available sick leave. Any donated leave will not be returned.
- f) Sick leave shall be paid out at the regular rate of the employee who is ill or injured.
- g) Sick leave donation may be made between employees covered only in this collective bargaining agreement.

**ARTICLE 60
WAGES**

Section 60.1 Supervisor Pay

SERGEANTS

(14% Higher than Top Paid Police Officer)

	01-01-15	01-01-16	01-01-17
Hourly	\$34.30	\$34.99	\$35.68
Bi-weekly	\$2,477.00	\$2,799.20	\$2,854.40
Annual	\$71,334.00	\$72,779.20	\$74,214.40

LIEUTENANTS

(14% Higher than Sergeants)

	01-01-15	01-01-16	01-01-17
Hourly	\$39.10	\$39.89	\$40.68
Bi-weekly	\$3,128.00	\$3,191.20	\$3,254.40
Annual	\$81,328.00	\$82,971.20	\$84,614.40

CAPTAINSS

(14% Higher than Lieutenants)

	01-01-15	01-01-16	01-01-17
Hourly	\$44.57	\$45.47	\$46.38
Bi-weekly	\$3,565.60	\$3,637.60	\$3,710.40
Annual	\$92,705.60	\$94,577.60	\$96,470.40

To determine the amount of one (1) day's pay for purposes of determining value of unused leave at retirement, unused paid vacation time, time lost during a suspension or for other per diem purposes, the biweekly amount of salary shall be divided by ten (10). One day's pay is eight (8) hours of work.

**ARTICLE 61
LONGEVITY**

Section 61.1 Bi-weekly Amount

Each bi-weekly pay period, employees with five (5) or more years of continuous service with the Lancaster Police Department shall receive \$3.25 for each year of continuous service.

Members that are hired after January 1, 2006 will not be eligible to receive any longevity pay.

Section 61.2 When Payment to be Made

If the anniversary date of employment falls within the year, the employee shall be paid longevity pay starting from January 1 of that year.

**ARTICLE 62
SHIFT DIFFERENTIAL**

All employees assigned to second (2nd) or third (3rd) shifts shall be paid a shift differential during the term of this Agreement of fifty-five cents (55¢) per hour. Effective January 1, 2017, this will increase to seventy cents (\$0.70) per hour.

For purposes of this agreement, the differential in hourly wages between shifts shall be computed on the basis of eighty (80) hours worked each biweekly pay period.

**ARTICLE 63
FTO COMPENSATION**

For each eight (8) hours an employee is assigned field training officer duty, he shall receive one half (1/2) hour of overtime.

**ARTICLE 64
ON-CALL COMPENSATION**

All permanently assigned detectives shall receive an annual stipend of Seven Hundred Dollars (\$700.00) for being subjected to the "on-call rotation."

Said payment shall be disbursed in the bi-weekly paychecks, in the same manner as the educational incentive detailed below.

**ARTICLE 65
EDUCATIONAL INCENTIVE (PROFESSIONAL PAY)**

Employees who are covered by this Agreement and who hold degrees, from accredited educational institutions shall have their biweekly salary supplemented in the following amounts:

Two year Degree	\$30.00
Bachelors Degree	\$45.00
Masters Degree	\$60.00

All employees, who are entitled to educational incentive pursuant to this Article, will be paid for only their highest degree obtained.

**ARTICLE 66
RETIREMENT PICKUP**

Section 66.1 Retirement Pick-up

The City of Lancaster will not assume and pay on behalf of the employee, any employee portion of the member contribution to the Ohio Police and fire Pension Fund.

**ARTICLE 67
COPIES OF AGREEMENT**

Within fourteen (14) days of the filing of this Agreement with S.E.R.B., the FOP/Ohio Labor Council shall make copies of this Agreement and provide one (1) to each member of the Bargaining Units covered by this Agreement.

**ARTICLE 68
GENERAL OUTLINE OF NEGOTIATION MEETINGS FOR SUCCESSOR AGREEMENTS**

A. Meetings

The representatives of the City and Bargaining Unit shall at the expiration of this contract, and pursuant to Section 2.7 of this Agreement, meet at mutually agreeable times for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in a sincere effort to reach mutual understanding and agreement on matters submitted for negotiations. Each meeting shall include a decision of mutually agreed time and place for the next meeting.

B. Teams

1. The City and the Bargaining Unit shall be represented at all meetings by a team of representatives pursuant to Article 17 of this Agreement. All meetings shall be conducted exclusively between said teams. If the parties participate in formal arbitration, each team shall have a chief spokesperson who shall have the authority to state and clarify proposals and agree to the time for the next meeting.
2. The Labor Council and/or the LPSA shall advise the City of the names of its negotiators. The representatives selected by the Labor Council and/or LPSA shall be paid regular salary for time spent in negotiations during regular working hours. No payment will be made for negotiating time outside the representative's normal workday.
3. The names of the duly chosen representatives of the Bargaining Units shall be submitted in writing sufficiently in advance of regularly scheduled bargaining meetings so as to permit scheduling for continuity of operations within the Department.

C. Caucus

Upon the request of either party, the meeting shall be recessed to permit the requesting party a period of up to thirty (30) minutes to caucus, or longer upon mutual request.

D. Consultants

Either party may, in addition to its team of representatives, include professional and/or lay consultants to participate in negotiation meetings. Any expense relating to such consultants shall be borne by the party requesting them.

E. Mutual Agreement

By mutual agreement, the parties may agree to an alternate form of bargaining and modify the provisions under this Article.

F. Information to Public

No releases or information regarding negotiations shall be made to the news media, except releases jointly agreed upon by the parties.

**ARTICLE 69
DURATION AND SIGNATURES**

Section 69.1 Effective Dates

This Agreement shall be effective and shall remain in full force and effect through October 31, 2017. Either party may file written notice of intent to modify or amend this Agreement no earlier one hundred and twenty (120) and no later than sixty (60) days prior to the expiration date. Such notice shall be served electronically on the representative of record at the State Employment Relations Board, hand-delivered or sent certified mail (return receipt requested) to either the Safety/Service Director or a designated member of the bargaining unit. All sections of this Agreement shall remain in full force and effect until a new Agreement is reached.

Section 69.2 Reopener

On or about September 1, 2015, either party may reopen this agreement solely for the purposes of negotiating the provisions of Article 46 for calendar year 2016. The reopener shall be initiated by filing a notice to negotiate with the State Employment Relations Board. These reopener negotiations shall be subject to the following mutually agreed dispute resolution procedure.

The parties shall meet to negotiate pursuant to the reopener during the month of September. If the parties are unable to reach agreement, the outstanding issues shall be resolved through a conciliation hearing to be held on an expedited basis. The parties will request a list of five (5) conciliators from the State Employment Relations

Board and shall select a conciliator through an alternate strike method. The list of conciliators may be requested by either party any time after a notice to negotiate is filed. The conciliation hearing shall be held no later than October 15, 2015 with a decision issued within one week of the hearing. The procedures for conciliation set forth in Chapter 4117 of the Ohio Revised Code and applicable regulations shall apply. The conciliation decision shall be final and binding in accordance with chapter 4117.

On or about September 1, 2016, either party may reopen this agreement solely for the purposes of negotiating the provisions of Article 46 for calendar year 2017. The reopener shall be initiated by filing a notice to negotiate with the State Employment Relations Board. These reopener negotiations shall be subject to the following mutually agreed dispute resolution procedure.

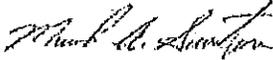
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The parties specifically waive the fact-finding process for the 2015 and 2016 reopeners. The parties further waive the provisions of O.R.C. section 4117.14(G)(11). The conciliator shall have the authority to issue an award effective January 1, 2016 and January 1, 2017, respectively.

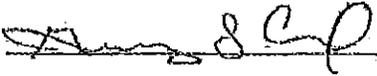
SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned parties pursuant to proper authority have caused this Agreement to be signed this 20th day of April, 2015.

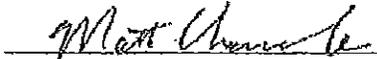
For the FOP, Ohio Labor Council:



Mark A. Scanton
Staff Representative



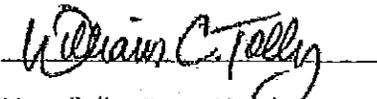
Negotiation Team Chairman



Negotiation Team Member



Negotiating Team Member

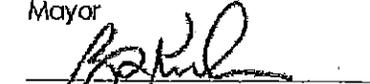


Negotiating Team Member

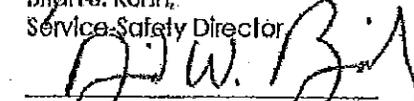
For the City of Lancaster:



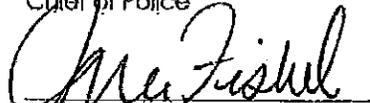
David S. Smith
Mayor



Brian S. Kuhn,
Service Safety Director



David Bailey,
Chief of Police



Marc Fishel
Fishel, Haas Kim, Albrecht, LLC

Approved as to Form:



Randall Blom
Lancaster City Attorney